

REMARKS

This is intended as a full and complete response to the Office Action dated October 17, 2008, having a shortened statutory period for response set to expire on January 21, 2009. Claim 1 has been amended for clarity and to include a particular limitation from claim 13. New claims 26-27 are added to more clearly recite aspects of the invention. Applicants believe no new matter has been introduced by the amendments and the new claims presented herein. The amendments and the new claims have been made in a good faith effort to advance prosecution on the merits. Please reconsider the claims pending in the application for reasons discussed below.

Applicants thank the Examiner for conducting a telephone interview on January 19, 2009. During the interview, the Examiner takes the position that Arescon does not appear to teach the newly added limitation “an auto-configuration capability for automatically reconfiguring the line network upon removal of any one of the router, the data source nodes, or the seismic data sources” recited in claim 1. However, the Examiner states that further review of Arescon may be required.

Claims 1-2, 4, 6, 10, 12-13 and 15-17 stand rejected under 35 USC 103(a) as being unpatentable over Embedded Linux in a Soft Real-Time Task: The Canadian Geological Survey Internet Seismometer by Arescon, September 2001 (“Arescon”) in view of US Publication No. 2002/0071430 (“Szyszko”) and US Patent No. 6131119 (“Fukui”). Claim 1 has been amended to include a limitation from claim 13. More specifically, claim 1 now includes “an auto-configuration capability for automatically reconfiguring the line network **upon removal** of any one of the router, the data source nodes, or the seismic data sources.” (Emphasis added). Support for this amendment may further be found throughout the specification, including paragraphs [0032]-[0035]. Accordingly, no new matter is added by this amendment. Applicants respectfully submit that this limitation is not taught in Arescon, Szyszko, Fukui, alone or in combination.

The Examiner takes the position that this newly added limitation that was formerly recited in claim 13 is described on pages 9-10 of Arescon. (See Office Action, page 5). Applicants respectfully disagree. The closest reference to this limitation in pages 9-10 is the following: “When the instrument is initially deployed at a site it is

configured by **connecting** a terminal (VT100) to its serial port. Thus, the network configuration and the station identifiers can be set for example, by simply **connecting** a Palm-Pilot to the instrument.” (See page 10, lines 1-3) (Emphasis added). It appears that Arescon proposes that the instrument is configured when it is **connected to** a terminal (VT100) or a Palm-Pilot. This is very different from “an auto-configuration capability for automatically reconfiguring the network **upon removal** of any one of the router, the data source nodes, or the seismic data sources.” (Emphasis added). By proposing that its instrument is configured **upon connection** with a terminal (VT100) or a Palm-Pilot, Arescon teaches away from the claimed invention, i.e., “automatically reconfiguring the network **upon removal**”.

Both Szyszko and Fukui also fail to teach “an auto-configuration capability for automatically reconfiguring the network upon removal of any one of the router, the data source nodes, or the seismic data sources.” For these reasons, claim 1 is patentable over Arescon, Szyszko and Fukui. Claims 2-10, 12-13 and 15-17 are also patentable over Arescon, Szyszko and Fukui, since they depend from claim 1. Withdrawal of the rejection is respectfully requested.

Claims 3 and 5 stand rejected under 35 USC 103(a) as being unpatentable over Arescon in view of Szyszko, Fukui and Eos Tans. AGU Fall Meeting, 2001 by Johnson (“Johnson”). Neither Arescon, nor Szyszko nor Fukui nor Johnson, alone or in combination, teaches “an auto-configuration capability for automatically reconfiguring the network upon removal of any one of the router, the data source nodes, or the seismic data sources.” Since claims 3 and 5 depend from claim 1 and since neither Arescon, nor Szyszko nor Fukui nor Johnson teaches all the limitations of claim 1, claims 3 and 5 are therefore also patentable over Arescon, Szyszko, Fukui and Johnson. Withdrawal of the rejection is respectfully requested.

Claims 7-8 stand rejected under 35 USC 103(a) as being unpatentable over Arescon, Szyszko, Fukui in view of US Patent No. 4885724 (Read). Neither Arescon nor Szyszko nor Fukui nor Read, alone or in combination, teaches or discloses “an auto-configuration capability for automatically reconfiguring the network upon removal of any one of the router, the data source nodes, or the seismic data sources.” Since claims 7-8 depend from claim 1 and since neither Arescon nor Szyszko nor Fukui nor

Read, alone or in combination, teaches, discloses or suggests all the limitations of claim 1, claims 7-8 are therefore also patentable over Arescon, Szyszko, Fukui and Read. Withdrawal of the rejection is respectfully requested.

New claims 26-27 have been added. Applicants believe that claims 26-27 recite subject matter that is neither disclosed, taught, nor otherwise suggested by the cited references, and as such, allowance of these claims is respectfully requested. For instance, none of the references teaches or discloses a seismic acquisition system “wherein each seismic data source is assigned at least two network addresses”, “a data collection system having at least two network addresses assigned thereto, “wherein each data source node is assigned at least two network addresses,” and wherein the router is assigned at least two network addresses.”

In conclusion, the references cited by the Examiner, neither alone nor in combination, teach, show, or suggest the claimed invention. Having addressed all issues set out in the office action, Applicants respectfully submit that the claims are in condition for allowance and respectfully request that the claims be allowed.

Respectfully submitted,

/Ari Pramudji/ January 20, 2009

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